

IN THE CIRCUIT COURT OF MARYLAND FOR PRINCE GEORGE'S COUNTY

MICHELLE BYERS
7 Marshall Road
Waldorf, Maryland 20602

Plaintiff

v.

Case No. CAL22-25375

PV HOLDING CORP.
100 W. Tenth Street, Room 1200
Wilmington, Delaware 19801
(Owner of the vehicle)

SERVE:

CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 820
Baltimore, Maryland 21202

And

AVIS BUDGET GROUP, INC.
100 W. Tenth Street, Room 1200
Wilmington, Delaware 19801
(Parent company of PV Holding Corp.)

SERVE:

CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 820
Baltimore, Maryland 21202

And

AVIS BUDGET GROUP, INC.
6 Sylvan Way, Suite 1,
Parsippany, New Jersey, 07054-3826
(Parent company of PV Holding Corp.)

SERVE:

Corporation Service Company, Registered Agent*
251 Little Falls Drive, Wilmington
New Castle, Delaware

And

TROLLINGER LAW, LLC
11705 Berry Rd, Suite 201
Waldorf, Maryland 20603
301-965-8300

CLERK OF THE
CIRCUIT COURT

2022 AUG 16 PM 3:25

Case: CAL22-25375
NEW CASE
APP FEE PLAIN 10.00
CV CLERK FEE- 80.00
MD LEGAL SERV 55.00
RIF - NEW CAS 30.00
TOTAL 75.00
Res# PG20 Rcft # 57652
HEL L80 Bk # 877
Aug 16, 2022 02:12 PM
00:51 \$ 711.08 CR: 175.00
08/16/22 \$ 57652 RC: F80
FINANCY COO FCA 16990
REFPOSIT ONLY ACCT# 4101126322
C OF PRINCE GEORGE'S COUNTY

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AVIS BUDGET CAR RENTAL, LLC *
2711 Centerville Road *
Wilmington, Delaware 19808 *

SERVE: *
CSC-Lawyers Incorporating Service Company *
7 St. Paul Street, Suite 820 *
Baltimore, Maryland 21202 *

And *

STEVEN A. MEYERS *
43A Jackson Street *
Essex Junction, Vermont 05452 *
(Driver of the vehicle) *

Defendants *

* * * * *

COMPLAINT

COMES NOW the Plaintiff, Michelle Byers, by and through her attorneys, Matthew Trollinger and Trollinger Law, LLC, and states:

1. On November 28, 2020, the Plaintiff, Michelle Byers, ("hereinafter, "Plaintiff") was safely operating her vehicle traveling on Route 495 near the exit for Oxon Hill, Maryland in stop and go traffic in Prince George's County, Maryland.

2. At the same time, Steven A. Meyers, (hereinafter, "Defendant Meyers") was operating a vehicle owned by PV Holding Corp. (hereinafter, "Defendant PV Holdings") in the same lane and in the same direction on Silver Hill Road in Prince George's County, Maryland.

3. That PV Holding is the owner of the vehicle listed on the Exchange of Information form provided by the Maryland State Police.

4. That PV Holding transacts business in the State of Maryland.

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5. That PV Holdings is a branch of Avis Budget Group, Inc., Inc., (hereinafter, "Defendant Avis Budget Group"), and transacts business in the State of Maryland.

6. That Avis Budget Car Rental, LLC, (hereinafter, "Avis Budget Car Rental") is a branch of the Defendant, Avis Budget Group, Inc. and transacts business in the State of Maryland.

7. That at all times mentioned herein the Defendant, Meyers, was acting for the benefit of and as an agent and employee for Defendant, PV Holding, and was using Defendant, PV Holding's, vehicle with their full knowledge and consent.

8. That said collision took place in Prince George's County, Maryland.

9. That at the time in question, the Plaintiff, Michelle Byers, acted in a careful and prudent manner without any negligence contributing to the accident.

COUNT I
(Negligence)
(Byers v. Meyers)

10. That the Plaintiff adopts and incorporates all of the allegations of facts set forth as if fully set forth herein, and, in addition, states as follows:

11. That on the occasion in question, the Defendant, Meyers, was negligent in the following particulars, among others, to wit:

- a) failure to give time and attention;
- b) failure to keep a proper lookout;
- c) failure to keep his vehicle under his control;
- d) failure to maintain a safe distance
- e) failure to drive in accordance with the laws and motor vehicle regulations of the State of Maryland.

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12. Further, as a result of these injuries, the Plaintiff has sustained extensive pain, suffering and emotional distress and is likely to continue to endure extensive pain and suffering as well as emotional distress in the future.

13. The Plaintiff is required, and may well be required in the future, to incur medical treatment and medical expenses for the aforesaid injuries.

14. The Plaintiff's employment was severely impacted as a result of the injuries suffered as a result from the collision and she suffered extensive economic damages as a result.

WHEREFORE, the Plaintiff, Michelle Byers, demands judgment against the Defendant, Steven Meyers, in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) for damages, together with the costs of this action, and for such other and further relief as is deemed just and proper.

COUNT II
(Respondeat Superior)
(Byers v. PV Holding Corp.)

15. That the Plaintiff, adopts and incorporates all of the allegations of facts set forth above as if fully set forth herein and in addition states:

16. That the Defendant, Meyers, was acting within the scope of his employment with the Defendant, PV Holding, at the time of the collision.

17. That as a direct result of the negligence of the Defendant, Meyers, while he was acting within the scope of said employment with PV Holding, the Plaintiff, has sustained extensive pain, suffering and emotional distress and is likely to continue to endure extensive pain and suffering as well as emotional distress in the future.

18. The Plaintiff is required, and may well be required in the future, to incur

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medical treatment and medical expenses for the aforesaid injuries.

WHEREFORE, the Plaintiff, demands judgment against the Defendant, PV Holding Corp., in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) for damages, together with the costs of this action, and for such other and further relief as is deemed just and proper.

COUNT III
(Negligent Entrustment)
(Byers v. PV Holding Corp.)

19. That the Plaintiff, adopts and incorporates all of the allegations of facts set forth above as if fully set forth herein and in addition states:

20. At the time of the said collision, Defendant, Steven Meyers, was driving the vehicle as aforesaid with the knowledge, consent and permission of its owner and custodian, Defendant, PV Holding.

21. Defendant, PV Holding, had knowledge or reason to know that Defendant, Meyers, was likely to use the PV Holding's vehicle so as to cause an unreasonable risk of physical harm to the Plaintiff and others whom the Defendant, PV Holding should have expected to be endangered.

22. As a direct and proximate result of the negligence of the Defendants, PV Holding and Meyers, as aforesaid, Plaintiff, sustained the injuries and damages as aforesaid.

WHEREFORE, the Plaintiff, Michelle Byers, demand judgment against the Defendant, PV Holding Corp., in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) for damages, together with the costs of this action, and for such other and further relief as is deemed just and proper.

23. That the Plaintiff, adopts and incorporates all of the allegations of facts set forth above as if fully set forth herein and in addition states:

25. Defendant, Avis Budget Group, had knowledge or reason to know that Defendant, Meyers, was likely to use the Avis Budget Group's vehicle so as to cause an unreasonable risk of physical harm to the Plaintiff and others whom the Defendant, Avis Budget Group, should have expected to be endangered.

WHEREFORE, the Plaintiff, Michelle Byers, demand judgment against the Defendant, Avis Budget Group, Inc., in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) for damages, together with the costs of this action, and for such other and further relief as is deemed just and proper.

27. That the Plaintiff, adopts and incorporates all of the allegations of facts set forth above as if fully set forth herein and in addition states:

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28. At the time of the said collision, Defendant, Steven Meyers, was driving the vehicle as aforesaid with the knowledge, consent and permission of its owner and custodian, Defendant, Avis Budget Car Rental.

29. Defendant, Avis Budget Car Rental, had knowledge or reason to know that Defendant, Meyers, was likely to use the Avis Budget Car Rental's vehicle so as to cause an unreasonable risk of physical harm to the Plaintiff and others whom the Defendant, Avis Budget Car Rental, should have expected to be endangered.

30. As a direct and proximate result of the negligence of the Defendants, Avis Budget Car Rental and Meyers, as aforesaid, Plaintiff, sustained the injuries and damages as aforesaid.

WHEREFORE, the Plaintiff, Michelle Byers, demand judgment against the Defendant, Avis Budget Car Rental, LLC, in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) for damages, together with the costs of this action, and for such other and further relief as is deemed just and proper.

Respectfully Submitted,
TROLLINGER LAW, LLC



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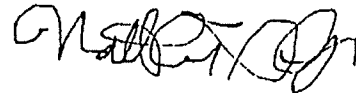
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JURY DEMAND

The Plaintiff requests that this action be tried before a jury.

Respectfully submitted,

TROLLINGER LAW, LLC



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